

**DRAFT**

**AMENDMENT TO AGREEMENT**  
**FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 21st Day of June 2005, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide an expansion of their professional liability insurance coverage (E&O), including tail coverage until 2010 with additional premium costs to be paid by the City, and to provide additional project design coordination between the library and Midtown East parking garage.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on September 30, 2006 as specified in the original Agreement.

2. Section 1, entitled "Services" is amended by adding Exhibits "A-1", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "B-1", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "A-1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "B-1" shall be \$164,000.00.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated August 4, 2004, between GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer as to content

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk



GROUP 4

ARCHITECTURE  
RESEARCH +  
PLANNING, INC

211 LINDEN AVENUE  
SO. SAN FRANCISCO  
CA 94080 USA

T: 650.871.0709

F: 650.871.7911

E: mail@g4arch.com

22 April 2005

Mark Rogge, Capital Improvement Program Manager  
CITY OF MILPITAS  
455 East Calaveras Boulevard  
Milpitas, California 95035-5411

Re: NEW MILPITAS LIBRARY  
Additional Service #1

Dear Mark:

In response to your request, we are pleased to provide the following proposal for Additional Services related to providing design review for the Midtown East Garage and coordinating our work on the new library with the work on the garage by others.

#### SCOPE OF CONSULTANT'S SERVICES

Group 4 Architecture (CONSULTANT) shall provide limited professional services to the CITY related to design review of the East Midtown Parking Garage to be located on North Main Street, in the City of Milpitas, California (PROJECT), and to the coordination of our work on the new library (LIBRARY) with the work on the garage by others (GARAGE ARCHITECT) during the Conceptual Design, Schematic Design, and Construction Document phases of the PROJECT.

The PROJECT Consists of one new Midtown East Parking Garage structure. The approximate size of the East Midtown Parking Garage will be between 100,000 and 130,000 gross square feet, including 230 to 325 parking spaces. Special features of the parking garage may include: a public display area for the City's restored antique fire truck, pedestrian entries, direct entry into the new library, elevators and stairs.

The PROJECT design must be coordinated with the LIBRARY and Main Street improvements for overall appearance, to provide excellent circulation, and maximize service to the community. The PROJECT will be designed and constructed with the intent that it be used as a parking and staging area during construction of the library and the other developments on North Main Street.

CONSULTANT will review GARAGE ARCHITECT's work for architectural design and functionality only as it relates to the LIBRARY.

#### A) Tasks

1. CONSULTANT will provide ongoing coordination of LIBRARY design and functional requirements with the PROJECT through direct verbal communication with the GARAGE ARCHITECT and with sketches and LIBRARY construction documentation provided to the GARAGE ARCHITECT at appropriate intervals and milestones.
2. CONSULTANT will provide periodic review of the PROJECT architectural design and functional interfaces with LIBRARY through direct verbal communication with the GARAGE ARCHITECT and with sketches and

WAYNE GEHRKE  
ARCHITECT

JAMES P. DIERKES  
ARCHITECT

DAVID M. STURGES  
ARCHITECT

DAWN E. MERKES  
ARCHITECT

DAVID SCHNEE  
ARCHITECT

PROJECT construction documentation provided by the GARAGE ARCHITECT at appropriate intervals and milestones.

3. Services shall include the design and production of bid documents for three (3) free-standing decorative garage entry portals or pairs of structures (PORTALS), the purpose of which is to define the garage entry drives.
4. Civil services include coordinating building and site pad preparation requirements.
5. Structural services include: 1) coordinating foundation design between LIBRARY and GARAGE; and 2) structural design and bid documents for PORTALS.
6. Electrical services include 1) coordinating power and lighting design between LIBRARY and GARAGE; and 2) power and lighting design and bid documents for PORTALS.
7. Estimating services include two (2) iterations of construction cost estimates for PORTAL design

**B) Meetings**

1. CONSULTANT will attend up to ten (10) meetings with GARAGE ARCHITECT and CITY to facilitate coordination between the library and garage projects.
2. CONSULTANT will attend up to five (5) meetings with code enforcement and other reviewing agencies when necessary to ensure the aesthetic and functional integrity of the LIBRARY project
3. CONSULTANT will attend up to five (5) meetings with city council or council subcommittee meetings that address GARAGE issues.

**C) Deliverables**

1. CONSULTANT shall provide LIBRARY design progress documents and CAD Xref backgrounds to the GARAGE ARCHITECT for purposes of coordination during the Conceptual Design, Schematic Design, Design Development and Construction Document phases. Xref's will be provided in AutoCAD version 2002. LIBRARY Computer models will be in Form-Z version 4 and design sketches will be hand drawn or in one of the above formats as determined by CONSULTANT.
2. CONSULTANT will provide written comments on GARAGE ARCHITECT's design at each formal milestone submittal.

3. CONSULTANT will provide construction documents including plans, details and specifications for CITY review for garage entry PORTALS. In addition to architectural design, Construction Documents for the portals will include structural, electrical and lighting engineering design. Construction Documents will be suitable for public bidding and will be coordinated with the work of the Main Streets Project and off site utilities designed by others. CONSULTANT will provide an estimate of construction cost for the garage entry portals only.
4. The only deliverables will be those described above.

**D) Exclusions**

1. Construction Administration Services and construction coordination are not included in this proposal.
2. Services in connection with project budgeting or construction cost estimating are not included except in connection with the garage entry portals.
3. Architectural and Engineering Code or Peer Review. All Code, engineering design and constructability matters shall be the responsibility of the GARAGE ARCHITECT.

**E) Fees:**

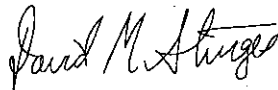
ADD SERV #1 - FEES PHASE DESCRIPTION	Arch G4	Civil Nolte	Struct R&C	Elec OMM	Est DL	Markup 10.0%	FEES EXCL. REMB. EXP.
Garage Concept Design	\$11,040	\$520	\$2,240	\$1,440	\$600	\$480	\$16,320
Garage Schematic Des	\$11,040	\$520	\$2,240	\$1,440	\$600	\$480	\$16,320
Garage Construction Docs	\$11,040	\$520	\$2,240	\$1,440	\$600	\$480	\$16,320
Library Construction Docs	\$11,040	\$520	\$2,240	\$1,440	\$600	\$480	\$16,320
Library Bidding & Award	\$11,040	\$520	\$2,240	\$1,440	\$600	\$480	\$16,320
SUBTOTALS:	\$55,200	\$2,600	\$11,200	\$7,200	\$3,000	\$2,400	Tot. Fee \$81,600

ADD SERV #1 - HRS PHASE DESCRIPTION	Arch G4	Civil Nolte	Struct R&C	Elec OMM	Est DL		EST. R.E. EXPENSE
Garage Concept Design	92	4	16	12	4		
Garage Schematic Des	92	4	16	12	4		
Garage Construction Docs	92	4	16	12	4		
Library Construction Docs	92	4	16	12	4		\$1,200
Library Bidding & Award	92	4	16	12	4		\$1,200
SUBTOTALS:	460	20	80	60	20		Tot. RE \$2,400

The total fee for Additional Service #1 is \$81,600 plus \$2,400 maximum reimbursable expense. We propose that these services be provided on a lump sum basis billed as a percentage complete based on the above break down.

We hope this proposal meets your needs and expectations. If you feel we have not understood the scope of work or if you have questions regarding any aspect of this Additional Services proposal please don't hesitate to call.

Sincerely,  
GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.

A handwritten signature in black ink, appearing to read "David M. Sturges". The signature is fluid and cursive, with the first name "David" and last name "Sturges" clearly legible.

David M. Sturges AIA  
Project Architect

DMS/s

cc: Dawn Merkes  
David Schnee